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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 TRANSBAY AUTO SERVICE, INC., a) Case Number: CV09-4932 SI
California corporation,)
18 Plaintiff,) **STIPULATION TO CONTINUE THE**
v.) **TRIAL DATE; [PROPOSED] ORDER.**
19)
20 CHEVRON CORPORATION, a Delaware) Trial Date: May 23, 2011
corporation; CHEVRON U.S.A. INC., a) Time: 8:30 a.m.
Delaware corporation, and DOES 1 through) Judge: Hon. Susan Illston
10, inclusive,) Location: Courtroom 10, 19th Floor
21) 450 Golden Gate Avenue
Defendants.) San Francisco, California
22)
23)

24 Plaintiff, TRANSBAY AUTO SERVICE, INC. ("Transbay"), and Defendant, CHEVRON
25 U.S.A. INC. ("Chevron"), hereby stipulate and agree as follows:

26 WHEREAS, on December 13, 2010, this Court continued the trial date in the above-
27 captioned action from January 10, 2011, to May 23, 2011.

28 WHEREAS, the parties have already filed their pre-trial documents, including their Joint

1 Pretrial Conference Statement and respective Motions in Limine.

2 WHEREAS, on Monday April 26, 2011, Transbay learned that one of its experts, Mr.
3 Andrew Junius, has a scheduling conflict with the date currently set for trial, as he is getting
4 married on May 21, 2011, and will be out of the country for his honeymoon until June 6, 2011.

5 WHEREAS, Chevron's expert, Mr. LeFevres of Deloitte, is available for trial the week of
6 June 20, 2011.

7 WHEREAS, Chevron does not oppose Transbay's request for continuance, given the
8 nature of Mr. Junius' scheduling conflict. However, Chevron wishes to make clear to the Court
9 that its non-opposition to this application is without prejudice to Chevron's substantive contention
10 in its Motion in Limine No. 4 (Dkt. No. 68) that Mr. Junius should not be allowed to testify in any
11 event. Chevron assumes that the Court will rule on Chevron's objection to Mr. Junius' testimony
12 at the time the Court deems appropriate.

13 THEREFORE, the parties hereto, by and through their attorneys of record, hereby
14 stipulate as follows:

15 1. The trial may be continued to June 20, 2011.

16 2. In the event that June 20, 2011 is not available for trial on the Court's calendar, the
17 parties request a telephonic conference with the Court to discuss an alternative trial date.

18 Dated: April 21, 2011

Respectfully submitted

BLEAU FOX, A P.L.C.

By: /s/ Thomas P. Bleau

Thomas P. Bleau, Esq.

Megan A. Childress, Esq.

Attorneys for Plaintiff,

Transbay Auto Service, Inc.

24 Dated: April 21, 2011

GLYNN & FINLEY, LLP

25 By: /s/ Robert C. Phelps

Robert C. Phelps, Esq.

27 Attorneys for Defendant

28 Chevron U.S.A. Inc.

[PROPOSED] ORDER

The Court having duly considered the Stipulation to Continue the Trial Date, the relevant pleadings and papers on file, and all other matters that may have been presented to this Court, and for good cause shown,

IT IS HEREBY ORDERED that the Trial Date is continued to June 20, 2011.

IT IS SO ORDERED.

Dated: 5/2/11, 2011

Susan Minton

The Honorable Susan Illston
United States District Court Judge